

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE:)	
)	
J.A.R. CONCRETE, INC.,)	Case No. 23-30242-HCM
)	: Chapter 11
Debtor.)	
_____)	
)	
RUTH HERRERA)	
)	
Movant,)	
)	
v.)	
)	
J.A.R. CONCRETE, INC.,)	
)	
Debtor.)	

**MOTION FOR RELIEF FROM STAY
AGAINST PROPERTY OF THE ESTATE AND WAIVER OF 30-DAY
REQUIREMENT
OR IN THE ALTERNATIVE, FOR ADEQUATE PROTECTION**

This pleading requests relief that may be adverse to your interests.

If no timely response is filed within fourteen (14) days from the date of service, the relief requested herein may be granted without a hearing being held.

A timely filed response is necessary for a hearing to be held.

**TO THE HONORABLE H. CHRISTOPHER MOTT, UNITED STATES
BANKRUPTCY JUDGE:**

Comes now Ruth Herrera ("Herrera"), a secured creditor and party-in-interest in this Chapter 11 case, and files this Motion of for Relief from Stay Against Property of the Estate and Waiver of 30-Day Requirement (the "Motion") pursuant to § 362(d) of the Bankruptcy Code, and in support thereof would respectfully show the Court as follows:

1. The Debtor J.A.R. Concrete, Inc. ("JAR"), filed for relief under Chapter 11 of the Bankruptcy Code on March 14, 2023 (the "Petition Date"), and remain operating as Debtor-in-Possession.

Basis for Herrera Secured Claim

2. JAR is indebted to Herrera pursuant to a Promissory Note Security Agreement dated October 7, 2022 (the "Contract"). The balance owing on the Contract on the Petition Date was **\$90,000.00**. A copy of the Contract is attached to this Motion as **Exhibit "A"** and incorporated herein for all purposes.

Collateral for Contract

3. The Contract is secured pursuant by the following equipment as further described within it –

- a). 2016 Chev. PK VIN # 1GB4KYC83GF162714;
- b). 2016 Chev. PK VIN # 1GB4KYC8XGF17491;
- c). 2016 Chev. PK VIN # 1GB4KYC83GF139188;

(the "Collateral"). The described collateral are listed in Debtor's property schedules as 2017 Chevy 3500's, however the transfers of title are omitted from Debtor's Statement of Financial Affairs.

Lien Perfection

4. A Texas Certificate of Title for the Collateral was tendered to Herrera on October 7, 2022 bearing the signature of the President and Sole Shareholder of JAR Concrete, Inc., Joe A. Rosales, Jr. A copy of the Certificate of Title is attached to

this Motion as **Exhibit “B”** and incorporated herein for all purposes.

II. Relief Requested

5. Herrera seeks relief from the automatic stay pursuant to § 362(d)(1) for cause. Herrera is not receiving adequate protection payments and such payments have not been proposed. The Collateral is depreciating in value and is presumably being used. Further, the debt was due to be paid in full on or before November 7, 2023, one month after the contract was executed and nothing has been paid Herrera as of yet.
6. In the alternative, Herrera seeks adequate protection of its security interest to include periodic adequate protection payments and a requirement that JAR maintain insurance on the Collateral.
7. Herrera waives the holding of a hearing within thirty (30) days and request a hearing in El Paso, Texas.

WHEREFORE, Herrera requests relief from stay to foreclose its lien on the Collateral, or alternatively adequate protection, and such other and further relief to which it is entitled.

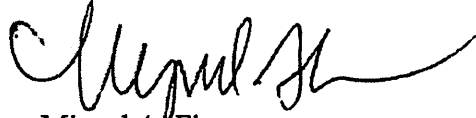
Respectfully submitted,

**TANZY AND BORREGO,
P.L.L.C.**

/s/ Miguel A. Flores
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Counsel for Creditor Ruth Herrera

Certificate Of Service

I hereby certify on this day, the 22 day of June 2023, a true correct copy of this Motion for Relief from Automatic Stay was served on all parties entitled to receive service through the Court's ECF system:



Miguel A. Flores
Counsel for Creditor Ruth Herrera

Debtor

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